

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMARY SUIT NO.1802 OF 2005

Chandrakant S. Shetty Plaintiff

versus

Bhaskar S. Shetty Defendant

Ms.Pallavi Ghalsashi for plaintiff.

Mr.S.U.Sthalekar for defendant.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 18th July 2005

PC :

1. Plaintiff and defendant have signed consent terms which are taken on record and marked "X" for identification. Consent terms are also signed by their advocates.
2. By the consent terms filed in the summary suit the defendant acknowledging his liability to pay the sum under the dishonoured cheque has undertaken to this Court to pay the same within a period of six months from the date of signing of the terms i.e. from 18th July 2005. Undertaking of the defendant is accepted.

3. The aforesaid undertaking is given by the defendant after submitting to a decree on admission for this sum. The consequence in default are also provided inasmuch as the entire decretal amount and/or balance thereunder would become due and payable and the plaintiff would become entitled to execute the decree in addition to requesting the Court to take appropriate proceedings for breach of the undertaking. By clause 3, further undertakings are given which are pertaining to the immovable properties belonging to the defendant. Undertaking vide clause 3 is also accepted. Order in terms of consent terms. Refund of court fees and computation of advocates costs as per rules. No costs. Drawing up of decree is expedited.

(S.C.DHARMADHIKARI, J.)